

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2021-330-T - ORDER NO. 2022-158**  
**MARCH 25, 2022**

IN RE: Application of LaBarbera Movers, LLC for	)	ORDER GRANTING
Class E (Household Goods) Certificate of	)	CLASS E HOUSEHOLD
Public Convenience and Necessity for	)	GOODS MOTOR
Operation of a Motor Vehicle Carrier	)	CARRIER CERTIFICATE

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of LaBarbera Movers, LLC (hereinafter referred to as “LaBarbera,” “Company,” or “Applicant”). By its Application, LaBarbera requests a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services in Georgetown, Horry, and Marion counties. We find LaBarbera meets the regulatory requirements for certification and grant the Class E certificate as set forth in this order.

**II. FACTS AND PROCEDURAL HISTORY**

LaBarbera, a Myrtle Beach-based limited liability company, filed an application for a Class E Certificate of Public Convenience and Necessity on October 13, 2021. On October 18, 2021, the Office of Regulatory Staff (“ORS”), a party of record pursuant to Section 58-4-10 of the South Carolina Code of Laws (Supp. 2021), filed a notice of appearance of Nicole M. Hair, Esquire, and Christopher H. Huber, Esquire. Charles L.A. Terreni, Esquire, submitted a Notice of Appearance on behalf of the Company on January

23, 2022. Thereafter, LaBarbera filed a proposed Tariff, Bill of Lading, and direct testimony. The exhibits were filed on February 17, 2022.

The Clerk's Office of the Commission initially prepared a Notice of Filing on October 15, 2021. After granting an initial extension for publication, the Clerk's Office instructed LaBarbera to publish a Second Revised Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application by February 22, 2022. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before February 22, 2022. The Commission required Applicant to provide proof of publication by the same date. LaBarbera filed proof of publication within the applicable timeframe, indicating the Notice was published in *The Post and Courier*. No party intervened in the docket.

On February 28, 2022, ORS submitted a letter to the Commission stating it reviewed the Application and conducted an inspection of the Applicant's records and equipment, and it does not intend to file direct testimony in the docket. Furthermore, ORS stated it "is of the opinion that the Applicant will meet the requirements of fit, willing, and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133." (ORS Correspondence dated February 28, 2022.)

The Commission held a virtual public hearing at 10:00 a.m. on March 1, 2022. Vice Chair Florence P. Belser presided. Mr. Terreni represented the Applicant, and Ms. Hair represented ORS. Several exhibits were entered into evidence, including an updated vehicle list, proposed Tariff and Bill of Lading, affidavit of publication, ten-year driving

record, and a safety certification form. A final revised Tariff and Bill of Lading were filed by the Applicant following the hearing.

On March 10, 2022, the Commission – having received and reviewed all the evidence including the Applicant’s late-filed Tariff and Bill of Lading – issued a Directive approving the Application of LaBarbera for a Class E Household Goods Certificate.

### **III. EVIDENCE OF RECORD**

The application and evidence presented at the hearing and in the record established LaBarbera is fit, willing, and able to provide household goods moving services in South Carolina. According to the testimony of owner Max LaBarbera, LaBarbera Movers, LLC was founded on May 10, 2021. Mr. LaBarbera testified about his background, moving experience, and financial assets. He also discussed the need for movers in the Myrtle Beach area, how he will train employees, and his future plans for the business.

Currently, LaBarbera owns a 15-foot 2011 Chevrolet box truck and has obtained both liability and cargo insurance. Mr. LaBarbera testified he initially plans to have two (2) to three (3) employees, but he hopes to acquire additional employees and vehicles as the business grows. Mr. LaBarbera’s father, who worked in the industry for more than twenty-five (25) years, will also be one of LaBarbera’s employees. According to the testimony, both are physically fit and have clean driving records.

The evidence also established the Applicant is financially sound, as set forth in its Financial Statement. LaBarbera has a vehicle designated for use in its moving business and the requisite insurance coverage. There are no outstanding judgments currently pending against the Company. Furthermore, the evidence indicated LaBarbera is familiar with the

statutes and regulations governing household goods motor carriers operating with a Class E Certificate.

At the conclusion of the hearing, ORS admitted into evidence the correspondence regarding its inspection of the Applicant's records and equipment. Based on its inspection, ORS opined LaBarbera would meet the standards governing household goods movers, as set forth in the South Carolina Code of Regulations.

#### **IV. APPLICABLE LAW**

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of Regulations (2012) provides a Class E motor carrier is:

a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.

S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, "upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule." Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to

perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

*Id.*

Section 58-23-590 establishes:

(A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.

...

(C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:

1. it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations; and
2. the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public, convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code of Laws § 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating

authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012).

## **V. DISCUSSION**

LaBarbera requests approval to receive a Class E Household Goods Motor Carrier Certificate. ORS performed an inspection of LaBarbera, and the evidence presented by both the Applicant and ORS indicates LaBarbera has shown it is fit, willing, and able to provide motor carrier services under the requirements of South Carolina law. Furthermore, no person or party notified the Commission of its opposition to certifying LaBarbera's application.

Applicant testified he has no outstanding judgments pending. Applicant also certified he is familiar with and will comply with all statutes and regulations governing for-hire motor carrier services. This satisfies the "fitness" requirement. LaBarbera's "ability" was demonstrated by Applicant's ownership of two box trucks suitable for the business. Applicant has also purchased insurance, which indicates Applicant is aware of the insurance requirements and the costs associated therewith. Finally, the "willing" requirement is fulfilled by the application itself.

Accordingly, the application of LaBarbera to operate pursuant to a Class E Household Goods motor carrier certificate should be granted. We also note the Applicant's revised Tariff and Bill of Lading are reasonable and should be approved with the Application.

## **VI. FINDINGS OF FACT**

After review of all the evidence presented in this docket, the Commission makes the following findings of fact:

1. LaBarbera is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
2. LaBarbera provided a financial statement indicating it is financially fit to carry out the proposed carrier services.
3. The evidence shows LaBarbera currently possesses a 2011 Chevrolet box truck with insurance coverage.
4. LaBarbera provided a revised Tariff and Bill of Lading, filed on March 2, 2022. We find both are appropriate and should be approved.
5. No party intervened or presented evidence in opposition to the evidence presented by LaBarbera and ORS.
6. LaBarbera is fit, willing, and able to perform the service it proposes, and the Application should be approved.
7. ORS inspected LaBarbera's records and equipment and determined it will meet the requirements of Regulation 103-133. Further, ORS will ensure that the Applicant will have complied with all the applicable statutes, regulations, and any conditions of the Commission's Order prior to the issuance of the Certificate.



## **VII. CONCLUSIONS OF LAW**

1. LaBarbera is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in Regulation 103-133 (1).
2. LaBarbera has shown that public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

## **VIII. ORDERING PROVISIONS**

### **IT IS THEREFORE ORDERED:**

1. The Application of LaBarbera Movers, LLC for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is approved for transportation of household goods between points and places in Marion, Georgetown and Horry counties.
2. The Final Tariff and Final Bill of Lading, filed on March 2, 2022, are approved and attached hereto as Order Exhibits 1 and 2, respectively.
3. That LaBarbera, for the duration of operating pursuant to this Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity, shall notify the Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone or other contact information.
4. LaBarbera shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 et. seq., as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor

Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission

5. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to LaBarbera authorizing the motor carrier services granted herein.

6. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

7. Failure of LaBarbera to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

8. Should LaBarbera fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of LaBarbera to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

9. LaBarbera shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31<sup>st</sup> of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).

10. LaBarbera shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the following form:

<https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf>. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-

540 (2015), and 58-4-60 (Supp. 2021). 11. This Order shall remain in full force and effect until further order of the Commission.

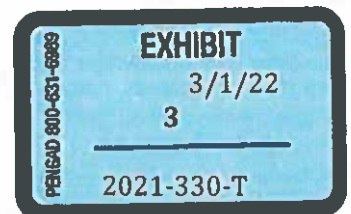
BY ORDER OF THE COMMISSION:



A handwritten signature in blue ink, reading "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair  
Public Service Commission of  
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN  
THE STATE OF SOUTH CAROLINA**



---

Date Proposed: 2/24/2022

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 1 of 8

Page 1

**LABARBERA MOVERS, LLC South Carolina Household Goods Tariff**

**CONTENTS**

Applicability of Tariff.....	3
SECTION 1 .....	3
1.0 Transportation Charges.....	3
1.1 Hourly Rates and Charges.....	3
1.2 Office Hours / Minimum Hourly Charges:.....	4
SECTION 2 .....	4
2.0 Additional Services.....	4
2.1 Bulky Article Charges (per item).....	4
2.2 Elevator or Stair Carry .....	5
2.3 Excessive Distance or Long Carry Charges.....	5
2.4 Pick Up and Delivery .....	5
2.5 Packing and Unpacking.....	5
2.7 Articles, Special Servicing .....	5
2.8 Waiting Time.....	5
SECTION 3 .....	6
3.0 Rules and Regulations.....	6
3.1 Claims .....	6
3.2 Computing Charges .....	6
3.3 Governing Publications .....	6
3.4 Valuation .....	7
3.5 Items of Particular Value .....	7
3.6 Bill of Lading, Contract Terms, and Conditions.....	7
3.7 Delays .....	7
APPENDIX A.....	8

Date Proposed: 2/24/2022

Page 2

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 2 of 8

# **LABARBERA MOVERS, LLC South Carolina Household Goods Tariff**

---

## **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by LABARBERA MOVERS, LLC ("LABARBERA MOVERS"). These services are furnished between points and places in Horry, Georgetown, and Marion counties.

## **SECTION 1**

### **1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

#### **1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the LaBarbera Movers office location, and includes the movers estimate return time to the office location.

<b>Number of Movers</b>	<b>Hourly Weekday Charge</b>	<b>Hourly Weekend Charge (Saturday and Sunday)</b>
Two Movers and a Truck	\$100	\$120
Three Movers and a Truck	\$130	\$140
Four Movers and a Truck	\$150	\$160
Each Additional Mover	\$20 per mover/per hr.	\$20 per mover/per hr.

---

Date Proposed: 2/24/2022

Page 3

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 3 of 8

## LABARBERA MOVERS, LLC South Carolina Household Goods Tariff

---

### 1.2 Office Hours / Minimum Hourly Charges:

Sunday – Emergencies Only

Monday- Thursday

Three-Hour Minimum Charge

Friday- Sunday

Four-Hour Minimum Charge

Recognized Federal Holidays

Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, LaBarbera Movers will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

## SECTION 2

### 2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

#### 2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

---

Date Proposed: 2/24/2022

Page 4

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 4 of 8

---

**LABARBERA MOVERS, LLC South Carolina Household Goods Tariff**

---

**2.2 Elevator or Stair Carry**

LaBarbera Movers does not charge an additional fee for elevator or stair carry.

**2.3 Excessive Distance or Long Carry Charges**

LaBarbera Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

LaBarbera Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

**2.5.1** LaBarbera Movers does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials.

**2.5.2** LaBarbera Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. LaBarbera Movers reserves the right to decline any moves consisting of extremely large or fragile items.

**2.7 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

**2.8 Waiting Time**

---

Date Proposed: 2/24/2022

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 5 of 8

Page 5



---

**LABARBERA MOVERS, LLC South Carolina Household Goods Tariff**

---

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of LaBarbera Movers.

### **SECTION 3**

#### **3.0 Rules and Regulations**

##### **3.1 Claims**

**3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

**3.1.2** Claimant must notify carrier of all claims for concealed damage within 14 days of the move. LaBarbera Movers must be given reasonable opportunity to inspect damaged items.

**3.1.3** Although our movers will be careful with your possession, from time-to-time damages may occur. If damages are caused by our service, LaBarbera Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate you pursuant to Section 3.4. for the damage. If there is damage, notify LaBarbera Movers immediately. LaBarbera Movers will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 14 days of your move. No damage claims will be honored until the charges for moving services are paid in full.

##### **3.2 Computing Charges**

LaBarbera Movers' rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

##### **3.3 Governing Publications**

LaBarbera Movers' rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

---

Date Proposed: 2/24/2022

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 6 of 8

Page 6

---

**LABARBERA MOVERS, LLC South Carolina Household Goods Tariff**

---

**3.4 Valuation**

**3.4.1. Standard.** LaBarbera Movers, LLC's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in custody of LaBarbera Movers, LLC will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

**3.4.2. Full (Replacement) Value Protection.** Full replacement coverage is available upon request, or may be obtained from third-party providers

**3.5 Items of Particular Value**

LaBarbera Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. LaBarbera Movers will not accept responsibility for safe delivery of such articles if they come into LaBarbera Movers' possession with or without LaBarbera Movers' knowledge.

**3.6 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of LaBarbera Movers' Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.7 Delays**

LaBarbera Movers shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

# LABARBERA MOVERS, LLC South Carolina Household Goods Tariff

## **APPENDIX A**

<b>PRICING FOR PACKING MATERIALS:</b>	
Boxes (Small, Medium, Large)	\$2.00 per box
Wardrobe Box	\$17.50 per box
Packing Paper ((30in x 24in)	\$20.00 per roll
Bubble Wrap (12in x 10in)	\$10.00 per roll
Tape	\$4.00 per roll
Shrink Wrap	\$20 per roll
Mattress Bags	\$10 per bag
Mirror Carton Box	\$10 per carton (includes 4 pieces)
Paper Pads	\$5 per /pad
Wine/Bottle Boxes	\$10 per box
TV Boxes	\$25 per/box
Tall Boxes (for rugs, carpet rolls, fishing poles)	\$5/per box
Picture Boxes	\$10/per box

Date Proposed: 2/24/2022

Page 8

Effective Date: \_\_\_\_\_

Order Exhibit 1  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 8 of 8

PSC

## HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

LaBarbera Movers, LLC  
8020 Brogdon Drive  
Myrtle Beach, S.C. 29579

PHONE: 843-214-2569  
labarberamovers@gmail.com

Order Exhibit 2  
Docket No. 2021-330-T - Order No. 2022-158  
March 25, 2022  
Page 1 of 2

LATE-FILED

EXHIBIT  
3/1/22

8

2021-330-T

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

## NOTIFICATION OF WEIGHT &amp; CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW  
NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_

ADDRESS \_\_\_\_\_

RECEIVED  
SUBJECT TO

ROUTING

GENERAL  
CONDITIONS:

CONSIGNEE TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_  
PREFERRED DELIVERY DATE(S)  
OR PERIODS OF TIME \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
WILL NOT BE ACCEPTED.

## RATES, RULES AND REGULATIONS IN

TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

## INVOICING

GOV'T. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_

## WEIGHT AND SERVICES

☐ SPACE RES. \_\_\_\_\_ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CAR-  
RIER & TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF. SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING \_\_\_\_\_ THE CARRIER'S LI-  
ABILITY FOR LOSS AND DAMAGE WILL BE \$60  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE CHARGES

TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_

ADD'TL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. \_\_\_\_\_

EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_

AT \_\_\_\_\_

EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_

PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_

ADD'TL. LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_

WAREHOUSE HANDLING \_\_\_\_\_

TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_

S.I.T. VALUATION CHARGE \_\_\_\_\_

SIGNED \_\_\_\_\_ Shipper \_\_\_\_\_ Date \_\_\_\_\_

## TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_

AM AM Customers Initials  
PM PM Customers Initials

JOB HOURS \_\_\_\_\_

TRAVEL TIME \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

TRANSPORTATION SERVICES  
HOURLY CHARGE

## STRAIGHT TIME

\_\_\_\_ VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

## OVERTIME SERVICES

\_\_\_\_ VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

## APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

## OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI \_\_\_\_\_ QUANTITY \_\_\_\_\_

BARRELS \_\_\_\_\_

5

CARTONS \_\_\_\_\_

LESS THAN 1 1/2

CARTONS \_\_\_\_\_

1 1/2

CARTONS \_\_\_\_\_

3

CARTONS \_\_\_\_\_

4 1/2

CARTONS \_\_\_\_\_

6

CRIB MATTRESS \_\_\_\_\_

WARDROBES (USE OF) \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_

MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_

CRATES \_\_\_\_\_

MIRROR CARTONS \_\_\_\_\_

TOTAL PACKING \_\_\_\_\_

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. \_\_\_\_\_

TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_

WAREHOUSE \_\_\_\_\_

CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_

PER \_\_\_\_\_

DATE \_\_\_\_\_

(WAREHOUSEMAN'S SIGNATURE)

Sec. 1. (a) The carrier or party in possession of any of the Property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 14 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tendered for delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.